

AIR TRANSPORT SERVICES

*Agreement signed at Ciudad Trujillo July 19, 1949, with annex and
exchange of notes
Entered into force July 19, 1949*

63 Stat. 2615; Treaties and Other
International Acts Series 1955

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC

Having in mind the resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago, for the adoption of a standard form of agreement for air routes and services, and the desirability of mutually stimulating and promoting the further development of air transportation between the United States of America and the Dominican Republic, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

ARTICLE 1

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

ARTICLE 2

a) Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and contracting party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that

in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

ARTICLE 3

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of the airlines of such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored-nation.

c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party and still in force shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

ARTICLE 5

a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft,

such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the airlines designated by the other contracting party upon entrance into or departure from, or while within the territory of the first party.

ARTICLE 6

Each contracting party reserves the right to withhold or revoke a certificate or permit of any airline designated by the other contracting party in the event it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other contracting party, or in case of failure by the airline designated by the other contracting party to comply with the laws and regulations of the contracting party over whose territory it operates as described in Article Five hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this agreement and its Annex.

ARTICLE 7

This agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

ARTICLE 8

Existing rights and privileges relating to air transport services which may have been granted previously by either of the contracting parties to an airline of the other contracting party shall continue in force according to their terms.

ARTICLE 9

Either of the contracting parties may at any time notify the other of its intention to terminate the present agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such communication is made, this agreement shall terminate six (6) months after the date of receipt of the notice to terminate, unless by agreement between the contracting parties the communication under reference is withdrawn before the expiration of that time. If the other contracting party fails to acknowledge receipt, notice shall be deemed as having been received 14 days after its receipt by the International Civil Aviation Organization.

ARTICLE 10

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

ARTICLE 11

Except as otherwise provided in this agreement or its Annex, any dispute between the contracting parties relative to the interpretation or application of this agreement or its Annex, which cannot be settled through consultation, shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months. If the third arbitrator is not agreed upon, within the time limitation indicated, the vacancy thereby created shall be filled by the appointment of a person, designated by the President of the Council of International Civil Aviation Organization from a panel of arbitral personnel maintained in accordance with the practice of International Civil Aviation Organization. The executive authorities of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

ARTICLE 12

This agreement, including the provisions of the Annex thereto, will come into force on the day it is signed.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present agreement.

Done at Ciudad Trujillo this nineteenth day of July 1949, in duplicate in the English and Spanish languages, each of which shall be of equal authenticity.

RALPH H. ACKERMAN	[SEAL]
V. D. ORDÓÑEZ	[SEAL]

ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN
REPUBLIC

1. Airlines of the United States authorized under the present agreement are accorded rights of transit and nontraffic stop in the Dominican Republic, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Ciudad Trujillo, over various routes in both directions from the United States to the Dominican Republic and beyond to Caribbean and South American points.

2. Airlines of the Dominican Republic are accorded rights of transit and nontraffic stop in the territory of the United States of America, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail on the following routes, or via intermediate points, and in both directions:

- (1): The Dominican Republic to Miami.
- (2): The Dominican Republic to San Juan, Puerto Rico.

3. It is agreed between the contracting parties:

A. The air carriers of the two contracting parties operating on routes described in the Annex of said Agreement shall enjoy fair and equal opportunity for the operation of the said routes.

B. That the air transport capacity offered by the carriers of both countries should bear a close relationship to traffic requirements.

C. That in the operation of common sections of trunk routes the air carriers of the contracting parties should take into account their reciprocal interests so as not to affect unduly their respective services.

D. That the services provided by a designated air carrier under this agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such air carrier is a national and the country of ultimate destination of the traffic.

E. That the right to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points specified in this Annex, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related:

- (1) To traffic requirements between the country of origin and the countries of destination;
- (2) To the requirements of through airline operation, and
- (3) To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

4. Changes made by either contracting party in the routes provided for above, except those which change the points served by these airlines in the territory of the other contracting party, shall not be considered as modifications of the Annex. The aeronautical authorities of either contracting party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other contracting party.

If such other aeronautical authorities find that, having regard to the principles set forth in Section 3 of the present Annex, interests of their air carrier

or carriers are prejudiced by the carriage by the air carrier or carriers of the first contracting party of traffic between the territory of the second contracting party and the new point in the territory of the third country, the authorities of the two contracting parties shall consult with a view to arrive at a satisfactory agreement.

Points on any of the specified routes may at the option of the designated airlines be omitted on any or all flights. Air services operated on each of the air routes specified may be operated via intermediate points and in both directions.

EXCHANGE OF NOTES

The American Ambassador to the Secretary of State for Foreign Affairs

No. 360

CIUDAD TRUJILLO, D. R., July 19, 1949

EXCELLENCY:

I have the honor to refer to the description of routes to be operated by United States airlines in paragraph 1 of the annex to the air transport agreement signed today by the Government of the United States of America and the Government of the Dominican Republic, and to inform Your Excellency that it is the understanding of my Government that the words "from the United States" shall be construed to include any and all territory under the jurisdiction of the United States.

Please accept, Excellency, the assurances of my highest and most distinguished consideration.

RALPH H. ACKERMAN

His Excellency

Lic. VIRGILIO DÍAZ ORDÓÑEZ,
Secretary of State for Foreign Affairs,
Ciudad Trujillo.

The Secretary of State for Foreign Affairs to the American Ambassador

[TRANSLATION]

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN RELATIONS

CIUDAD TRUJILLO
DISTRICT OF SANTO DOMINGO
July 19, 1949

21589

EXCELLENCY:

I have the honor to acknowledge to Your Excellency receipt of the courteous note No. 360, dated today, and, with reference to the description of routes to be operated by United States airlines in paragraph 1 of the annex

to the air transport agreement signed today by the Government of the Dominican Republic and the Government of the United States of America, to inform Your Excellency that it is the understanding of my Government that the words "from the United States" shall be construed to include any and all territory under the jurisdiction of the United States.

Please accept, Excellency, the assurances of my highest and most distinguished consideration.

V. D. ORDÓÑEZ

His Excellency

RALPH H. ACKERMAN,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Ciudad Trujillo.*